

## Appendix A

### Licensed Assisted Housing Program Standard Contract

This contract is entered into between \_\_\_\_\_  
(hereinafter “the Provider”) and you, \_\_\_\_\_.  
This contract describes your financial obligations, as well as other responsibilities and rights. It also describes the rights and obligations that apply to the Provider in the course of providing services to you.

This contract is a standard contract required for use in the State of Maine. Providers may add additional provisions to the standard contract in a customized addendum but these additional provisions may not conflict with or replace the use of the standard contract. The intent of having a standard contract in Maine is to permit you to compare costs and services among providers. Providers are required to disclose their contracts and rates.

**In consideration of the payment and promises made in this contract, you and the Provider agree as follows:**

#### **I. STANDARDS**

The Provider will help to further your independence and respect your privacy and personal choices, including your choice to continue to reside here for as long as the Provider and program, as it is fundamentally designed, is able to meet your needs. The Provider’s programs will be consumer oriented and meet professional standards of quality at all times.

This means that if your needs exceed the Provider’s ability to provide services, the Provider will assist you in making other arrangements including moving somewhere else, if necessary.

#### **II. PROVIDER LICENSE**

The Provider is licensed in conformity with the requirements of the State of Maine. The type of provider is stated on the license issued by the Maine Department of Human Services and posted for public inspection in the \_\_\_\_\_. This Provider is licensed as follows (check one):

☐ Level I Residential Care Facility

- ☐ Level II Residential Care Facility
- ☐ Level III Residential Care Facility
- ☐ Level IV Residential Care Facility
- ☐ Level I PNMI Residential Care Facility
- ☐ Level II PNMI Residential Care Facility
- ☐ Level III PNMI Residential Care Facility
- ☐ Level IV PNMI Residential Care Facility
- ☐ Type I Assisted Living Program
- ☐ Type II Assisted Living Program

☐ This box will be checked if you rent your unit from a separate entity (referred to in this contract as the “Landlord”) that is not the Provider. The Landlord is responsible for enforcing the terms and conditions of the lease. The Provider is responsible for assuring that the terms and conditions of your lease agreement with the Landlord do not conflict with this contract. The State of Maine has reviewed the separate lease agreement and has determined that it complies with all laws and regulations related to the provision of assisted living services. A copy of this lease is attached for reference as Appendix F to this contract. Even though you have a lease with separate landlord, you have the same rights as you would have if the landlord and provider were one and the same.

### **III. APPENDICES**

The following Appendices are attached and made a part of this contract:

- ☒ Appendix A: Admissions Policy
- ☒ Appendix B: Your Rights
- ☒ Appendix C: Grievance Policy
- ☐ Appendix D: Tenancy Obligations (check if this applies)
- ☐ Appendix E: Additional terms in Customized Addendum (check if this applies)
- ☐ Appendix F: Applies only if you rent your unit from an entity (the “Landlord”) that is not the Provider

### **IV. ADMISSION POLICY**

There is an Admission Policy that meets the requirements of the State of Maine that describes who can be admitted and the types of services provided. A copy of this policy is attached as Appendix A.

**V. SERVICES PROVIDED DIRECTLY OR INDIRECTLY BY PROVIDER INCLUDED IN THE DAILY/MONTHLY RATE**

A. You agree to purchase:

- ☐ Housing and Services.  
☐ Housing Only.

B. You agree to pay the following current rate to the Provider:

- ☐ Daily rate of \$\_\_\_\_\_  
☐ Monthly rate of \$\_\_\_\_\_  
☐ The amount you pay will be determined by the MaineCare Program.

C. If you rent your unit from a landlord that is a different entity from the Provider, you understand that:

The landlord is\_\_\_\_\_.

The amount of your current monthly rent is \_\_\_\_\_.

D. Certain basic services must be provided in all licensed assisted housing programs. If you have decided to purchase assisted living services, these basic services are provided under the daily/monthly rate you pay for your care. This means the Provider must act in accordance with the regulations to:

1. Observe and assess how you function and/or your individual behaviors for the purpose of enhancing your health and safety or the health and safety of others;
2. Protect you from environmental hazards by mitigating risk in the physical environment to prevent unnecessary injury or accident; and
3. Identify your needs and strengths, develop a service plan and arrange for and monitor service delivery.

E. There is a wide range of services available. Those services and their costs are listed in Appendix E. What you actually receive for services will be based on whether you are purchasing assisted living services, and on your individual assessment and service plan.

If checked below, the service is offered by the Provider as part of your current daily/monthly rate and there is no additional charge to you if it becomes part of your service plan:

1. Personal Supervision.

- ☐ Even though you may travel independently in the community, the Provider will keep track of your general whereabouts
- ☐ Staff will accompany you to medical appointments
- ☐ The Provider provides an escort for regular travel
- ☐ The Provider has qualified staff in the building 24-hours/day
- ☐ Other \_\_\_\_\_
- ☐ Additional provisions: See Appendix E

2. Assistance with activities of daily living. (These are tasks that you may routinely need assistance with in order to maintain your best level of physical function.)

- ☐ Walking
- ☐ Changing position in bed
- ☐ Transferring from place to place
- ☐ Dressing
- ☐ Eating
- ☐ Using the bathroom
- ☐ Bathing
- ☐ Personal hygiene, such as help washing your hair
- ☐ Other \_\_\_\_\_
- ☐ Additional Provisions: See Appendix E

3. Incidental activities of daily living.

- ☐ Using the telephone
- ☐ Handling your finances
- ☐ Banking
- ☐ Shopping
- ☐ Light housekeeping
- ☐ Heavy housekeeping
- ☐ Getting to appointments
- ☐ Barber/beautician services
- ☐ Other \_\_\_\_\_
- ☐ Additional Provisions: See Appendix E

4. Medication assistance.

- ☐ Obtaining medications from the Pharmacy of your choice: \_\_\_\_\_.
- ☐ Ordered by Provider
  - ☐ Delivered by the Pharmacy
  - ☐ Ordered by you/family member
  - ☐ Picked up by Provider
  - ☐ Picked up by you/family member
- ☐ Provide qualified staff to help you take your medications (such as reading the container labels, watching while you take a medication, checking the correct dosage, removing the dosage from the container, administering prescribed dosage, filling a syringe, administering any medication as allowed by applicable licensing regulations)
- ☐ Maintaining an individual medication administration record for you that will include all the medications and treatments that your physician orders for you, and a record that includes, for example, information that they have been administered at the right time and in the right dose
- ☐ Other \_\_\_\_\_
- ☐ Additional Provisions: See Appendix E

5. Food Service.

- ☐ Meal preparation (including the cost of food) \_\_\_\_\_ times each day
- ☐ Meal preparation (food purchased separately by you) \_\_\_\_\_ times each day
- ☐ Nutritious between-meal snacks \_\_\_\_\_ times each day
- ☐ Special diets ordered by your physician as follows: \_\_\_\_\_
- ☐ Shopping for groceries you purchase
- ☐ Meal planning
- ☐ Other \_\_\_\_\_
- ☐ Additional Provisions: See Appendix E

6. Transportation services.

- ☐ Arranging transportation (cost of transportation included)  
\_\_\_\_\_miles roundtrip
- ☐ Arranging transportation (cost of transportation not included)
- ☐ Transportation without escort to medical appointments within  
\_\_\_\_\_miles roundtrip
- ☐ Transportation with escort to medical appointments within  
\_\_\_\_\_miles roundtrip
- ☐ Other \_\_\_\_\_

7. Nursing services. Some providers provide the services of a registered professional nurse. Others use registered professional nurses to coordinate the services and oversee staff who are not nurses. The following nursing services are part of your daily/monthly rate:

- ☐ None
- ☐ Skilled nursing services provided by a registered professional nurse.
- ☐ Registered professional nurse who oversees staff and coordinates your health care needs.

8. Housing Costs. These costs include those associated with your housing instead of your services, and may include things such as heat, lights, cable TV, telephone, your unit and other costs. Check all that apply:

- ☐ All housing costs (there will be no extra charges)
- ☐ All housing costs except:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ Semi-private room
- ☐ Shared bathroom
- ☐ Private room
- ☐ Private bathroom
- ☐ Efficiency apartment
- ☐ One Bedroom Apartment
- ☐ Two Bedroom Apartment
- ☐ Other
- ☐ Additional Provisions: See Appendix E

- ☐ You have a lease agreement with a landlord other than the Provider: See Appendix F

9. Equipment and supplies. The Provider will supply the following equipment and supplies, as needed, as part of the daily cost that you pay:

- ☐ None  
☐ Non-prescription analgesics and antacids  
☐ Bedroom furnishings: \_\_\_\_\_
- \_\_\_\_\_  
☐ Pillows, sheets, linens, towels  
☐ Laundry supplies and equipment  
☐ Laxatives  
☐ Thermometers  
☐ Non-prescription skin creams/lubricants  
☐ Mouthwash  
☐ Toothpaste  
☐ Other non-prescription ointments: \_\_\_\_\_  
☐ Shampoo  
☐ Soap  
☐ Facial tissue  
☐ Toilet tissue  
☐ Paper towels  
☐ Incontinence supplies  
☐ Other: \_\_\_\_\_

10. Additional Services

- ☐ See Appendix E

## **VI. SERVICES NOT INCLUDED IN THE DAILY RATE.**

In some instances you may wish to purchase services beyond those included in your daily rate at an additional charge.

- ☐ See Appendix E for listing of items that are available at an additional charge.

## **VII. BILLING AND PAYMENT**

- A. Payment for services covered by the daily/monthly rate. The Provider requires you to pay for your care under the terms of this contract within the following time frame:\_\_\_\_\_.
- If there is a separate lease agreement, payment must also be made in accordance with that agreement. You should be aware that failure to pay for your services in accordance with this contract may result in your discharge from the Provider's facility or program. The Provider may not hold you responsible for the payment of attorneys' fees or any other cost of collecting payment.
- B. Source of payment for services covered by the daily/monthly rate:
- ☐ Self-pay
- ☐ Self-pay and billing to a third party:\_\_\_\_\_
- C. Payment for services not covered by the daily/monthly rate. You agree to be responsible for payment for any services or convenience items not specifically included by this contract in the daily/monthly rate. Those that are provided by the Provider will be billed directly to you at the end of each month in addition to the daily/monthly rate.
- D. Source of payment for services not covered by the daily/monthly rate:
- ☐ Self-pay
- ☐ Other\_\_\_\_\_
- E. Holding your unit. If you are away temporarily, you are still responsible for paying for your unit and you may return as long as you continue to pay and this contract is in force.
- F. Security deposit. A security deposit may be charged only for apartment units in an assisted living program.
- ☐ There is a security deposit. This security deposit will not exceed one month's rent (currently \$\_\_\_\_\_), and will be refunded to you within thirty (30) days from date of discharge/death.
- ☐ The following costs may be deducted from the security deposit:
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Security deposits are part of your separate lease with the Landlord.



G. Calculation of refund. You are entitled to a refund for any advance payments you make on a prorated basis when you are discharged. This will include a refund for the day in which you are discharged.

☐ In residential care facilities, the refund is calculated by multiplying the amount you paid per day times the remaining number of days in the month, including the date of discharge.

☐ In assisted living programs, your refund is calculated from the date your apartment unit is vacated or from the last day of any required notice period, whichever is later. The refund is calculated by multiplying the amount you paid per day times the remaining number of days in the month, including the date your unit is vacated or the last day of any required notice period, whichever is later.

## **VIII. RIGHTS REGARDING TRANSFER AND DISCHARGE**

You have certain rights under law and regulations regarding transfer and discharge. A copy of a document explaining your rights is attached as Appendix B.

## **IX. MODIFICATION OF CONTRACT TERMS**

At least thirty (30) days written notice is required for any modifications of contract terms including, but not limited to, rate and charge changes, responsibilities, services to be provided or any other items included in this contract. The thirty (30) days notice will not be required if you are the one requesting additional services not already included in the rate you pay pursuant to this contract.

## **X. NOTICE PROVISION**

Any notice required by this contract shall be in writing. The notice shall be considered delivered on the date of its receipt, if hand delivered. If the notice is deposited with the U.S. Postal Service, it shall be considered delivered three (3) days from the date of deposit in the mail. Notice to the Agent shall be by delivering it to him/her at the address provided at the end of this contract.

## **XI. ACKNOWLEDGEMENT**

- A. You acknowledge that your rights, attached as Appendix B and included as part of this contract, have been explained to you and you have signed that attachment.
- B. You acknowledge that you have been given a copy of the Provider's admission policy, grievance policy and any tenancy obligations (See Appendix A, C and D).
- C. You have made arrangement for the management of your affairs, either personal and/or financial, as follows:

- ☐ Manage own affairs
- ☐ Durable Financial Power of Attorney
- ☐ Health Care Power of Attorney
- ☐ Representative Payee
- ☐ Guardian
- ☐ Conservator
- ☐ Trustee
- ☐ Advance Directive/Living will
- ☐ Other

You agree to supply copies of all relevant information about those individuals who are responsible for your affairs as they relate to your care under this contract.

## **XII. CHANGES IN LAW**

Any provision of this contract that is found to be invalid or unenforceable as a result of a change in Federal or State law or regulation will not invalidate the remaining provisions of this contract and it is agreed that, to the extent possible, you and the Provider will continue to fulfill your respective obligations under this contract consistent with law.

## **XIII. SIGNATURES**

This contract may not require or encourage any person other than yourself to obligate himself/herself for the payment of your expenses. If any person informs the Provider that he/she wishes to guarantee payment of your expenses, he/she can do so only in a **separate written agreement. The separate written agreement**

**allows for the guarantor of payment to change his/her mind within forty-eight (48) hours of signing this separate written agreement.**

If someone else who you authorize (hereinafter “your Agent”) signs this contract in his/her capacity as Agent, the individual may or may not be able to make health care or other decisions on your behalf. The extent of the Agent’s authority depends on the nature of that legal relationship.

Seen and agreed by:

Date: \_\_\_\_\_

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Signature of Provider Representative

\_\_\_\_\_  
Your Signature or Signature of Your Agent

\_\_\_\_\_  
Name of Provider

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

## **APPENDIX F**

This Appendix applies only if you rent your unit from an entity (the “Landlord”) that is not the Provider.

A. Your Landlord is: \_\_\_\_\_.

B. Your current monthly rent is: \_\_\_\_\_.

C. Among other things, your lease provides that you will receive the following (check all that applies):

☐ All housing costs (there will be no extra charges)

☐ All housing costs except:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Semi-private room

☐ Shared bathroom

☐ Private room

☐ Private bathroom

☐ Efficiency apartment

☐ One Bedroom Apartment

☐ Two Bedroom Apartment

☐ Other

D. Your lease is attached here for reference.